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To Participate in Public Comment, please email to comments@jaspercountysc.gov or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. ***Public Comments must be submitted by Monday, December 7, 2020 at 6:00pm.***

Instructions may also be found at the Jasper County website www.jaspercountysc.gov

FOR MORE INFORMATION, PLEASE CALL (843) 717-3696



JASPER COUNTY COUNCIL

VIRTUAL MEETING

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936

December 7, 2020

AGENDA

5:00 P.M.

I. Call to Order by Chairman

Clerk's Report of Compliance with the Freedom of Information Act.

II. Executive Session

SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – Coroner**
- (2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Sections 30-4-70(a)(2) – Exit 3; Nickel Plate Rd. LLC; Jasper Station Road; Triple J Investments LLC; TischlerBise**
- (5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body -- Section 30-4-70(a)(5) – Jasper Ocean Terminal (JOT); Projects Crush, Steel Magnolias, Station, Advantage; Sherwood Tract**

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS

6:30 P.M.

IV. Return to Open Session in Council Chambers

V. Pledge of Allegiance

VI. Invocation

VII. Approval of Agenda

VIII. Approval of the Minutes of November 16, 2020 and the Workshop Minutes of October 23, 2020.

IX. Presentations or Proclamations:

Ashley Feaster – Presentation of South Carolina Rural Development Act Utility Tax Credit (UTC) funding in the amount of \$40,000 from Palmetto Electric Cooperative.

X. Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes.

**Please submit Public Comments via email at comments@jaspercountysc.gov or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during Open Floor, please email your name, address and phone number to the email address listed above.*

XI. Resolution:

David Tedder – Consideration of a resolution amending the Hardeeville Commerce Park Intergovernmental Agreement with the City of Hardeeville regarding the expenditure of the Transportation Sales Tax Funds.

XII. Ordinances:

A. **Lisa Wagner** – Public Hearing and **2nd Reading** of Ordinance Number **2020-31** To Amend the Jasper County Code of Ordinances by amending (1), Article II of Chapter 25 (*Streets, Sidewalks and Other Public Places*); (2), Article II and Article III of Chapter 6, *Buildings and Building Regulations*; (3) Article 4, *Definitions*, of Appendix A, *Zoning*; and (4), various Articles of Appendix B, *Land Development Regulations*), including (a), Article 2 (*Applications to Develop or Alter the Use of Land*); (b), Article 7 (*Road Classification and Design Standards*); so as to delete references to a Mobile Home Placement Permit; substitute a new Section, *Driveways*; to amend requirements for private drives servicing residential properties more than 150 feet from a public right of way or privately owned road meeting county construction standards and inserting appropriate ordinance references to reflect those changes; and matters related thereto.

B. **David Tedder** – Public Hearing and **3rd reading** of Ordinance Number **2020-28** of Jasper County Council to amend the Jasper County Code of Ordinances, Chapter 3, *Animals*, by providing for the deletion of existing Chapter 3, codified as Sections 3-1 through 3-3, and adopting in their stead a new Article 3, and matters related thereto.

- C. **David Tedder** – Public Hearing and **3rd reading** of Ordinance Number **2020-29** to authorize and approve a multi-county park agreement by and between Beaufort County and Jasper County Projects REHC, LLC (Stone), MRGSC Property, LLC (Garden), WRXSC, LLC (Glass) and Triple B Restaurant Holdings, LLC (Burger); to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; to provide for the distribution of park revenues within Jasper County; and matters related thereto.
- D. **Kim Burgess** - Consideration by **TITLE ONLY** of an ordinance to provide for the issuance and sale of not exceeding \$5,000,000 General Obligation Refunding Bonds of Jasper County, South Carolina; to prescribe the purposes for which the proceeds shall be expended; to provide for the payment thereof; and other matters relating thereto.
- E. **Kim Burgess** - Consideration by **TITLE ONLY** of an ordinance authorising the execution and delivery of certain instruments, including a fourth Amendatory Public Facilities Purchase and Occupancy Agreement between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; approving the issuance of St. Peters Parish/Jasper County Public Facilities Corporation Instalment Purchase Revenue Bonds and Bond Anticipation Notes; consenting to the form of a fourth Supplemental Trust Agreement between St. Peters Parish/Jasper County Public Facilities Corporation and U.S. Bank National Association as corporate trustee; and other matters relating thereto.
- F. **David Tedder** – **1st reading** to adopt Emergency Ordinance No. **2020-32** to provide for the Extension and Incorporation by Reference of the Provisions of Prior Emergency Ordinances, Address the Phased -in- Opening of County Facilities and Modifications to the County Declaration of a Local Emergency, and Matters Related Thereto, Including a Resolution Affirming Resolutions Regarding Safety Practices.
- G. **David Tedder** – Consideration of the **1st reading** of an ordinance to amend an ordinance # 2019-08 regarding the abandonment of a portion of Jasper Station Road.
- H: **David Tedder** – **3rd reading** of Ordinance No. **2020-18** authorizing the granting of an overhead powerline easement to Dominion at Gillisonville Town Square.

XIII. New Business

A: Chief Russell Wells – Consideration of the county’s financial participation in a cooperative effort offered by the Office of Fiscal Affairs and Revenue for sustainable aerial photography (for GIS, 911 System, Assessor) (Source of funds are 911 Revenues) not to exceed \$15,000.

B: Andrew Fulghum – Consideration of accepting a proposal from TischlerBise to conduct an Impact Fee Study for Jasper County and the Jasper County School District.

XIV. Old Business - None

XV. Council Members Comments

XVI. Administrator's Report

XVII. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.

XVIII. Adjourn

*Council may act on any item appearing on the agenda including items discussed in executive session.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

Special Accommodations Available Upon Request to Individuals with Disabilities
(843) 717-3696

AGENDA ITEM:

XI

Resolution

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER 2020-20

RESOLUTION OF JASPER COUNTY COUNCIL

RESOLUTION AUTHORIZING THE COUNTY COUNCIL CHAIRMAN TO EXECUTE ON BEHALF OF THE COUNTY OF JASPER A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF JASPER AND THE CITY OF HARDEEVILLE REGARDING CONTRACTING FOR IMPROVEMENTS TO BE PAID OUT OF THE LOCAL OPTION SALES TAX REFERENDUM OF 2016 FOR ADDITIONAL IMPROVEMENTS AT THE HARDEEVILLE COMMERCE PARK AND AUTHORIZING THE COUNTY ADMINISTRATOR AND COUNTY ATTORNEY TO PERFORM CERTAIN TASKS RELATED THERETO

WHEREAS, Jasper County held a referendum during the general election of 2016 in accordance with statutes providing for the imposition of a one percent sales tax ("Transportation Sales Tax") to be used for such transportation projects as were identified in the referendum; and

WHEREAS, the referendum included several projects located within the City of Hardeeville; and

WHEREAS, Jasper County and the City of Hardeeville identified as one of the authorized projects the installation of an access road and related utilities into what is commonly referred to as the Hardeeville Commerce Park near the intersection of I-95 and US Highway 17, such Commerce Park having Tax Map

Parcel Number 030-00-02-014 and 029-36-00-001, (the "Project"), the project may involve SC Dept. of Transportation roads; and

WHEREAS, by Resolution 2017-22, Jasper County and the City of Hardeeville agreed on a level of funding to be provided from the Transportation Sales Tax funds for the Commerce Park project, and that it would be most efficient and expeditious, and in the best interests of their citizens to provide for the City of Hardeeville to manage the contracts and construction of the improvements to be made at the Project, and to implement procedures to solicit bids, award contracts, and manage construction, all as more particularly set out in that Resolution and its attachments, including the Intergovernmental Agreement dated December 14, 2017 ("Original IGA"); and

WHEREAS, in the course of making the improvements at the Commerce Park, the City of Hardeeville identified additional improvements and obtained additional funding from sources other than the Transportation Sales Tax as more particularly set forth in the Supplemental Intergovernmental Agreement ("Supplemental IGA") and its attachments which includes water and sewer improvements along the roadway, and the extension of the new entrance road through the Commerce Park; and

WHEREAS, notwithstanding the acquisition of additional funds to expand the Commerce Park project from other sources, there are shortfalls in funds needed to be funded in order to complete the project as described in the attachments to

the Supplemental IGA, and the City has requested Jasper County to provide additional funding from the Transportation Sales Tax ; and

WHEREFORE, these additional improvements for the expanded project include infrastructure and related items eligible to be paid from the funds available from the Transportation Sales Tax, and Jasper County Council finds that the requested funding by the City of Hardeeville for eligible expenses to be in the best interests of the citizens of Jasper County;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council adopts and approves the attached Supplemental Intergovernmental Agreement between the County of Jasper and the City of Hardeeville, which provides that the City of Hardeeville shall manage the construction of the expanded transportation improvements proposed at the Hardeeville Commerce Park Roadway (the "Expanded Project"), including the solicitation and award of bids, the management of the construction, the disbursement procedure, and Project close-out, all of such to be in accordance with the Procedures as defined in the Original IGA; Council hereby authorizes the County Council Chairman to execute the Supplemental Intergovernmental Agreement on behalf of the County; and Council further directs the County Administrator and the County Attorney to undertake the steps necessary to implement the Intergovernmental Agreement.

This Resolution No. _____ made this ____th day of December, 2020, and
effective immediately.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

The Supplemental Intergovernmental Agreement and its exhibits/attachments
are to be attached to this Resolution before execution and recording.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

**SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF JASPER AND THE CITY OF HARDEEVILLE
REGARDING CONTRACTING FOR IMPROVEMENTS TO BE PAID OUT OF THE
LOCAL OPTION SALES TAX REFERENDUM OF 2016**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the County of Jasper, South Carolina and the City of Hardeeville, South Carolina.

WHEREAS, Jasper County held a referendum during the general election of 2016 in accordance with statutes providing for the imposition of a one percent sales tax to be used for such transportation projects as were identified in the referendum; and

WHEREAS, the referendum included several projects located within the City of Hardeeville; and

WHEREAS, Jasper County and the City of Hardeeville identified as one of the authorized projects the installation of an access road and related utilities into what is commonly referred to as the Hardeeville Commerce Park near the intersection of I-95 and US Highway 17, such Commerce Park having Tax Map Parcel Number 030-00-02-014 and 02936-00-001, (the "Initial Project"), a project not involving SC Dept. of Transportation roads; and

WHEREAS, Jasper County and the City of Hardeeville agreed that it would be most efficient and expeditious, and in the best interests of their citizens to provide for the City of Hardeeville to manage the contracts and construction of the improvements to be made at the Project; and

WHEREAS, in order to provide transparency and comply with requirements for expenditure of the sales taxes collected under the Local Option Transportation Sales Tax statutes, Jasper County and the City of Hardeeville determined it to be in the best interests of their citizens to adopt specific procedures for the solicitation and award of bids, the management of the construction, the disbursement procedures to be used for the Sales Tax proceeds, and close-out of the Initial Project, to include dedication of the road to the City of Hardeeville for ownership and maintenance; and

WHEREAS, in the course of making the improvements at the Commerce Park for the Initial Project, the City of Hardeeville identified additional improvements (the "Expanded Project") and obtained additional funding from sources other than the Transportation Sales Tax as more particularly set forth in the attachments to this Supplemental Intergovernmental Agreement ("Supplemental IGA") which includes water and sewer improvements along the roadway, and the extension of the new entrance road through the Commerce Park; and

Supplemental Intergovernmental Agreement
Commerce Park Construction

WHEREAS, notwithstanding the acquisition of additional funds to expand the Commerce Park project from other sources, as more particularly described in the "Project Budget" Section of the attached Project Description, there are shortfalls in funds needed to be funded in order to complete the project as described in the attachments to the Supplemental IGA, and the City has requested Jasper County to provide additional funding in the amount of \$650,000.00 from the Transportation Sales Tax to be combined with the initial \$1,000,000.00 authorized under the Original IGA; and

WHEREFORE, these additional improvements for the expanded project include infrastructure and related items eligible to be paid from the funds available from the Transportation Sales Tax, and Jasper County Council finds that the requested funding by the City of Hardeeville for eligible expenses to be in the best interests of the citizens of Jasper County; and

WHEREAS, Jasper County and the City of Hardeeville are in agreement that the most expeditious and transparent methodology to be used to contract for and manage the construction of the Expanded Project is to provide for the same procedures as were put in place for the Initial Project be incorporated by reference and amended to reflect the scope of the Expanded Project and the sources of funding for the particular items involved; and

WHEREAS, the City of Hardeeville has prepared a revised description of the Expanded Project, with Cost Estimates and Sources of Funding identifying the eligible expenses to be funded from the Transportation Sales Tax Funds, with the total to be funded by the Transportation Sales Tax funds to be \$1,650,000.00 (which includes expenditures already made under the Initial Project budget);

NOW THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the City of Hardeeville, South Carolina, shall manage the construction of the transportation improvements at the Expanded Project, including the solicitation and award of bids, the management of the construction, the disbursement procedure, and Project close-out, all of such to be in accordance with the Project Procedures attached as Exhibit "A" to the Original IGA, and upon the terms and conditions below.

Section 1: The Agreement shall take effect immediately after its adoption by both Councils, the welfare of the people of the City of Hardeeville and Jasper County requiring it.

Section 2. The City represents to the County that the amount of funding available hereunder (\$1,650,000), to be provided by the County from the Transportation Sales Tax, together with all other funding sources available to the City, as identified in Exhibit "B", containing an Supplemental Intergovernmental Agreement
Commerce Park Construction

itemization of estimated costs and funding sources as part of the Scope of the Expanded Project, will be sufficient to complete the Expanded Project, and in the event further funds are required to complete the Expanded Project, the City will provide such, unless by amendment to this Agreement different arrangements are mutually agreed upon. It is understood that the total commitment by the County of the improvements contained in both the Initial Project and the Expanded Project is \$1,650,000.00. The City further represents that no funds supplied by the County shall be used for condemnation purposes.

Section 3: The term of this Supplemental Agreement shall end on upon completion and close-out of the Hardeeville Commerce Park Transportation Improvements, as more particularly described in Exhibit "B" attached hereto, unless otherwise extended or amended by mutual agreement, which may be evidenced by a joint resolution.

Section 4: The County and the City agree that the City shall be solely responsible for the solicitation and award of bids for acquisition, construction, and maintenance of the Expanded Project, including contract administration, inspection, awarding of contracts, the review and approval of payment of contracts, and any other related or necessary activities or functions. The County and the City further agree that the management of the construction, the disbursement procedures to be used for the Sales Tax proceeds, and close-out of the Expanded Project, to include dedication of the road to the City of Hardeeville for ownership and maintenance, shall be in compliance with the terms and conditions contained in Exhibit "A" of the Original IGA, as amended as necessary to reflect the expanded scope of work.

Section 5. If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Hardeeville and Jasper County, acting under the authority of their respective governing bodies, having caused this Agreement to be duly executed in duplicate, either of which is to be considered an original, thereby binding the City and County for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

SIGNATURES ON FOLLOWING PAGE

**Supplemental Intergovernmental Agreement
Commerce Park Construction**

CITY OF HARDEEVILLE

Harry Williams, Mayor

Attest:

Lori Pomarico, City Clerk

JASPER COUNTY

Henry Etheridge, Chairman

Attest:

**Wanda Simmons, Clerk to County
Council**

**Supplemental Intergovernmental Agreement
Commerce Park Construction**

EXHIBIT A

EXPANDED PROJECT DESCRIPTION/SCOPE/COST/SOURCE OF FUNDING

Supplemental Intergovernmental Agreement
Commerce Park Construction

PROJECT NAME

Hardeeville Commerce Park Main Entrance/Access Roadway Project AMENDED

PROJECT CONTACTS

The primary applicant for this grant is the City of Hardeeville, a unit of local government located in Jasper County, South Carolina.

The contact for this application is:

Michael Czymbor
City Manager
City of Hardeeville, South Carolina
City of Hardeeville
205 Main Street
PO Box 609
Hardeeville, SC 29927
843-784-2231 (o)
843-784-6384 (f)
mczymbor@hardeevillesc.gov.com

Neil Parsons
Grant Administrator/ Project Coordinator
City of Hardeeville, South Carolina
City of Hardeeville
205 Main Street
PO Box 609
Hardeeville, SC 29927
843-784-2231 (o)
843-784-6384 (f)
nparsons@hardeevillesc.gov

I. OVERVIEW

Hardeeville Commerce Park. The Park is a rare and unique project complementing and supplementing both of these major future economic development projects along with providing significant financial impact for the City of Hardeeville and Jasper County. In contrast, the improved infrastructure system for this Park creates real time job development opportunities as companies have begun purchasing parcels and signing letter of interests for particular parcels within the park. Once fully developed with the necessary infrastructure, the park will continue offsetting the necessary space needed for the growing Savannah River port activity, utilization of rail system, convenience to airports and interstate accessibility, providing a direct economic impact boosting the entire region. Making it one of the most attractive Parks in the State for commercial and light industrial businesses.



Hardeeville Commerce Park
Main Entrance/Access Roadway Project

The purpose of the project is to continue developing the necessary infrastructure to service the entire 167 acres of the park providing potential space serving 11 to 15 new business of various sizes with more than 1,000,000 sq. foot of additional employment opportunities.

As previously mentioned, the critical need for the **Hardeeville Commerce Project** is the direct result of forward project progress of the growing Port of Savannah, along with major economic projects associated with the Port of Savannah, future Jasper Ocean Terminal and RiverPort along with expected commercial and industrial development along US 17 and the southern borders of the City. The Commerce Park provides opportunity for the creation of new quality jobs with improved wages available for residents here in the City and Jasper County. Even if the businesses who chose to locate in the park, only generates a limited amount of jobs, that is a significant impact for the City of Hardeeville, County, and its economy.

The City of Hardeeville owns the Hardeeville Commerce Park (HCP), a 167-acre lot of land located in downtown Hardeeville adjacent to US 17/Whyte Hardee Boulevard designated for light to moderate industrial and commercial use. The City has owned the Commerce Park for over a decade and have been actively marketing the property since 2012. The City is progressively working to make the property suitable for businesses to locate there and be to be shovel ready. The City is currently in the process of adding the necessary infrastructure to accommodate growth.

The City has sold four parcels and are closing on two additional parcels to be utilized for the expansion of existing businesses with new locations inside the City and development of several new businesses. Development and construction processes for these new businesses are underway and its hopeful that many of them will open in 2021 in parallel to the completion of the road and infrastructure project.

As part of the Hardeeville Commerce Park Main Entrance/Access Roadway Project, the City of Hardeeville submitted and has been approved by Jasper County for \$1,000,000 through the Jasper County Local Option Transportation Sales Tax proceeds to be used for the Hardeeville Commerce Park Main Entrance/Access Roadway, (Phase I of the Project) and are be asking to amend the IGA to \$1.65 million dollars in efforts to successfully match EDA and RIA funds to complete the total project costing \$4.52 million dollars.

Additionally:

- The Hardeeville Commerce Park is a SC certified site with full due diligence in hand.
- The site has been timbered to provide more visibility and increase appeal.
- City of Hardeeville obtained a SC Rural Infrastructure Authority grant previously to bring water & sewer service near the entrance of the HCP.

II. PROJECT LOCATION

Hardeeville Commerce Park is located off I-95 Exit 5 and accessible by US 17 north and Hummingbird Lane. The entrance of the park is located approximately 1,800 feet just west of US 17 along existing SC Humming Bird Lane at coordinates 32°16'30.7"N & 81°05'09.0"W. The location of the park is located immediately adjacent from CSX railroad. The scope of the project in its entirety and its location is shown on the provided map.

III. PROJECT DESCRIPTION

The Project for Roadway, Water and Wastewater Improvements for the Hardeeville Commerce Park will consist of construction of the following new infrastructure items: an access and internal roadway, a potable water system, a gravity wastewater collection system, and a wastewater pump station/force main at the site.

The roadway portion of the Project will consist of an approximately 4,370 linear feet (LF) access and internal roadway with twelve (12) foot lanes in each direction. The Hardeeville Commerce Park main entrance is proposed at a new intersection with US Highway 17 approximately 1,000-feet north of the I-95 Exit 5 interchange, with separate left and right-turn lanes exiting the Park. Future signalization of this intersection is the subject of a traffic signal warrants study currently in progress. Roadway construction is anticipated to be limited to within the existing property, with the exception of the initial approximately 700-LF west of US Highway 17, for which the City of Hardeeville is currently in the process of acquiring property/easements. Real property acquisition costs are proposed to be included with the construction costs for the project under the grant application.

The water portion of the proposed Project consists of laying approximately 3,400 LF of 12-inch water main and 1,800-LF of 8-inch water main. The 12-inch water line will connect to the existing 12-inch BJWSA main at the intersection of US Highway 17 and the proposed access roadway, as well as to the existing 12-inch BJWSA main just west of the intersection of Hummingbird Lane and Mockingbird Drive, forming a loop. The 8-inch line will run down the internal roadway to its terminus.

The wastewater portion of the Project will consist of approximately 3,700-LF of 8-inch gravity wastewater collection lines within the property, as well as construction of an approximately 250-gpm wastewater pump station and approximately 800-LF of 4-inch force main connecting to the existing BJWSA gravity wastewater system just west of the intersection of Hummingbird Lane and Mockingbird Drive. All wastewater improvements are anticipated within the existing property owned by the City of Hardeeville.

The expected useful life of the roadway is approximately 20-25 years, the water and wastewater lines approximately 50-100 years, and wastewater pumps approximately 15-30 years. The project will also include necessary sidewalks, lighting, and street signage throughout the park.

The City is also working with Hargray to expand fiber throughout the park and Dominion Energy in efforts to provide natural gas.

IV. PROJECT BUDGET

The project became part of a larger infrastructure project when the City of Hardeeville, SC was awarded a South Carolina Rural Infrastructure Authority (SC RIA) grant in the amount of \$500,000 and the U.S. Department of Commerce, Department's Economic Development Administration (EDA) awarded a \$1.86 million grant in 2019 to make infrastructure improvements for the Hardeeville Commerce Park. The City is utilizing the \$ 1 million from the IGA and \$480,000 from the partnering BJWSA as matching dollars for a much larger project.



**Hardeeville Commerce Park
Main Entrance/Access Roadway Project**

Collectively the project includes the construction of water and wastewater along with the roadway to service the entire park. The total budget of the Commerce Park infrastructure project is \$4,513,810.84 that includes completion of the infrastructure project consisting of constructing a new entrance road that ties in with US 17 and runs through the entirety of the park along with water and wastewater services.

The complete project cost breakdown and revenue identification and alignment is included as an additional attachment.



Updated Project	Breakdown Acquisition	EDA Grant	EDA Match	Other	Contingency	Engineering Design and Permitting	Building and Assess	Construction Admin and Observe	Closeout	Total Project Cost
EDA Grant and Required Match		\$1,860,000 for water, sewer construction, utility and acquisition only	\$1,240,000							
Handsville Commerce Infrastructure Grant Subsid Project	Grants									
Roadway Improvement Construction	1,820,000.00				170,000.00	147,000.00	5,500.00	23,500.00	7,500.00	2,094,000.00 EDA, JC
Water and Wastewater Construction	1,100,000.00				300,000.00	104,500.00	5,500.00	23,500.00	7,500.00	1,341,000.00 EDA, HA, City, BWSA
Acquisition	200,000.00									200,000.00 EDA
Construction - Right of Way - Entry Connection US 17 including										
Land removal - Construction Costs	119,900.00									119,900.00 City
Tank Removal EST										
Concrete Removal Hett										
Survey Consultants										
Legal										
Ward Edwards										
EDA Administration - Paid to LCOG	25,000.00									25,000.00 EDA
Wetland Mitigation Cost for Road Construction	400,000.00									400,000.00 JC
Engineering Right-of-Way and Previous Engineer with										
Hammillgard and Mocking Bird Roadway Construction										
Subtotal	3,664,900.00				270,000.00	251,500.00	11,000.00	47,000.00	15,000.00	4,209,400.00
Other Permitting				18,000.00						18,000.00 City
Front Entry Signs - Entrance Way - Construction Hard Cost				15,000.00						15,000.00 JC
Lighting				25,000.00						25,000.00 City Dominion
Sidewalks - Construction Hard Cost				250,000.00						250,000.00 JC
Park Signs				10,000.00						10,000.00 City
Subtotal				318,000.00						
Other Costs				100,000.00						
Harvey Fiber Cost				100,000.00						
Subtotal				418,000.00						
Total	3,664,900.00				270,000.00	251,500.00	11,000.00	47,000.00	15,000.00	4,371,800.00

Asper County Local Option Sales Tax, (highlighted in yellow) other than road construction	\$ 1,160,400.00	Associated with all Engineering, sidewalks, front entry park signs and wetland mitigation all components associated with construction of the entrance road.
Asper County Local Option Sales Tax, (highlighted in yellow) derived road construction costs and Match to EDA.	\$ 910,000.00	
Total	\$ 1,650,400.00	

Revenue Source Pooled with Cost

Preliminary Cost Opinion
Proposed Access and Internal Roadway Improvements
for the Hardeeville Commerce Park
in the City of Hardeeville, Jasper County, South Carolina

				Unit Prices		Quantity of Existing Bidding Item	
1	1	LS	Mobilization/Bonds	\$	80,000	\$	80,000
2	1	LS	Traffic Control	\$	80,000	\$	80,000
3	2	EA	Construction Entrance	\$	5,000	\$	10,000
4	11	AC	Clearing and Grubbing	\$	4,500	\$	49,500
5	9,500	LF	Silt Fence	\$	4	\$	38,000
6	1,550	LF	Double Row Silt Fence	\$	8	\$	12,400
7	1,000	CY	Earthwork (On-Site Excavation/Backfill/Compaction Operations)	\$	10	\$	10,000
8	22,000	CY	Earthwork (Imported Fill)	\$	20	\$	440,000
9	1,725	LF	6-Inch Curb and Gutter	\$	16	\$	27,600
10	2	EA	Curb Inlet	\$	5,000	\$	10,000
11	375	LF	18-Inch RCP	\$	45	\$	16,875
12	90	LF	30-Inch RCP	\$	60	\$	5,400
13	150	LF	36-Inch RCP	\$	65	\$	9,750
14	150	LF	48-Inch RCP	\$	80	\$	12,000
15	100	SY	Rip Rap Outlet Protection	\$	60	\$	6,000
16	9,900	SY	1.5-Inch Asphalt Surface Course (Type C)	\$	11	\$	108,900
17	8,750	SY	2-Inch Asphalt Surface Course (Type C)	\$	12	\$	105,000
18	9,900	SY	2.5-Inch Asphalt Binder Course (Type C)	\$	13	\$	128,700
19	8,750	SY	3.5-Inch Asphalt Binder Course (Type C)	\$	15	\$	131,250
20	16,750	SY	8-Inch Graded Aggregate Base Course	\$	14	\$	262,500
21	950	SY	Concrete Sidewalk	\$	20	\$	19,000
22	5,450	LF	Striping /Signage	\$	5	\$	27,250
23	7	AC	Grassing	\$	4,500	\$	31,500
24	110	EA	Tree Planting	\$	400	\$	44,000
				Subtotal:	\$	1,880,000	
				Contingency:	\$	170,000	
				Engineering Design and Permitting:	\$	147,600	
				Bidding and Award:	\$	6,600	
				Construction Administration and Observation:	\$	23,600	
				Closeout:	\$	7,600	
				Total:	\$	2,064,000	

Notes:

1. Alliance Consulting Engineers, Inc. does not guarantee the accuracy of probable costs. Such probable costs represent only Alliance Consulting Engineers, Inc.'s judgment as a professional and are supplied for general guidance of the City of Hardeeville.
2. Unit Prices and Quantities are subject to variation upon final design.
3. Costs associated with On-Site Excavation/Backfill/Compaction Operations assume that rework of existing soil will be necessary as part of the grading operation due to the presence of moisture in the on-site soils.
4. Cost of Materials are based on rate of \$42/barrel of crude oil and recent bid climate in the area.
5. Estimate does not include any permitting, review or impact fees associated with SCDOT, SCDHEC, BJWSA, Jasper County, or USACE
6. Based on "Report of Subsurface Exploration and Geotechnical Engineering Analysis" conducted by ECS Southeast, LLP dated September 11, 2019
7. Estimate is based on Construction Plans for Roadway and Utility Improvements for the Hardeeville Commerce Park in the City of Hardeeville, Jasper County, South Carolina (DWG No. 01, 1327-D23, Dated July 2019, Revised July 2020) prepared by Alliance Consulting Engineers, Inc.

Project No.: 18223-0027
Date: July 24, 2020



Prepared By: Alliance Consulting Engineers, Inc.

**Preliminary Cost Opinion
Proposed Access and Internal Roadway Improvements
for the Hardeeville Commerce Park
in the City of Hardeeville, Jasper County, South Carolina**

**Project No.: 18223-0027
Date: July 24, 2020**



ALLIANCE
CONSULTING ENGINEERS
Prepared By: Alliance Consulting Engineers, Inc.

AGENDA ITEM:

XII-A

Ordinance item A

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # 2020-31**

AN ORDINANCE OF JASPER COUNTY COUNCIL

To Amend the Jasper County Code of Ordinances by amending (1), Article II of Chapter 25 (*Streets, Sidewalks and Other Public Places*); (2), Article II and Article III of Chapter 6, *Buildings and Building Regulations*; (3) Article 4, *Definitions*, of Appendix A, *Zoning*; (4), various Articles of Appendix B, *Land Development Regulations*), including (a), Article 2 (*Applications to Develop or Alter the Use of Land*); (b), Article 7 (*Road Classification and Design Standards*); so as to delete references to a Mobile Home Placement Permit; substitute a new Section, *Driveways*; to amend requirements for private drives servicing residential properties more than 150 feet from a public right of way or privately owned road meeting county construction standards and inserting appropriate ordinance references to reflect those changes; and matters related thereto.

WHEREAS, by Ordinance No. 2018-07 adopted by County Council on April 16, 2018, certain road and driveway standards were adopted in order to better protect the health, safety and welfare of Jasper Count citizens by creating minimum standards for access to ensure, among other things, public safety equipment and personnel could access property to fight fires and provide emergency medical services; and

WHEREAS, over the course of the past two years, County Council has been monitoring the implementation of the minimum standards, and in conjunction with information and advice from the Jasper County Administration, including the Zoning and Planning Department and Emergency Services, has determined certain amendments are desirable to amend the minimum standards for driveways so as to lessen the financial impact on property owners while still ensuring adequate access for emergency services which meet the requirements of the building and fire codes;

NOW THEREFORE, BE IT ORDAINED, by the Jasper County Council duly assembled and by the authority of same:

1. Chapter 25 (*Streets, Sidewalks and Other Public Places*), of the Code of Ordinances, Section 25-41, Definition of *Driveways* is amended so as to read as follows:

Driveway: An open pathway, beginning at the property line of a lot abutting a public road, private road, easement, or public or private right-of-way, which provides vehicular ingress and egress from the public road, private road, easement, or public or private right-of-way, and leading to a structure, lot, or physical location, and has a surface that consist of pervious pavement, pervious pavers, contained gravel, and/or stone material or other surface approved by the Jasper County Fire Marshal's Office. It designated primarily for the use of the property owner(s).

2. Chapter 6 (*Buildings and Building Regulations*), Section 6-63, *Definition, Private Driveway*, is amended so as to read as follows:

Private Driveway is an open pathway, beginning at the property line of a lot abutting a public road, private road, easement, or public or private right-of-way, which provides ingress and egress from the public road, private road, easement, or public or private right-of-way, and leading to a structure, lot, or physical location, and has a surface that consist of pervious pavement, pervious pavers, contained gravel, and/or stone material or other surface approved by the Jasper County Fire Marshal's Office. It designated primarily for the use of the property owner(s).

3. Chapter 6 (*Buildings and Building Regulations*), Section 6-73 is further amended to repeal Section 6-73, *Mobile Home Placement Permits* and replace Section 6-73 with *Driveways* and substituting the following subsections (a) through (g):

(a) Driveway:

An open pathway, beginning at the property line of a lot abutting a public road, private road, easement, or public or private right-of-way, which provides ingress and egress from the public road, private road, easement, or public or private right-of-way, and leading to a structure, lot, or physical location, and has a surface that consist of pervious pavement, pervious pavers, contained gravel, and/or stone material or other surface approved by the Jasper County Fire Marshal's Office. It is designed primarily for the use of the property owner(s).

(b) Applicability:

If a structure is to be located more than 150 feet from a private road, public road, easement, or a public or private right-of-way, the driveway must be constructed and meet all of the requirements prior to the issuance of any land use or building permits. All driveways must be approved by the Jasper County Fire Marshal's Office prior to beginning any new construction of a structure.

(c) Standards:

1. The edge of the driveway shall be at least 50 feet from a public or private right-of-way intersection.
2. The driveway shall be located within a minimum access easement 25 feet wide.
3. Driveways shall be marked with the proper E911 address identification as required by Section 25-128 of the Jasper County Code of Ordinances.
4. All driveways shall have a travel area a minimum of 20-foot-wide with an overhead clearance to the sky of 13.6'.
5. The driveway shall be 6 inches of a hard-compacted surface that is graded consistently from the public right-of-way to the end of the driveway.
6. The driveway shall be capable of supporting 75,000 pounds and shall be capable of all-weather driving.
7. The driveway shall meet the approach and departure angles as defined in the 2018 International Fire Code, Section 503.2.8 or the latest edition and amendments of the International Fire Code as adopted by Jasper County.
8. The driveway shall be long enough to allow fire apparatus to park close enough to the structure so that the farthest point of the structure is within 150 feet from the end of the driveway.
9. If the driveway is longer than 150 feet, the driveway shall have a turn-around at the end, capable of allowing an emergency vehicle to be able to turn around. The Turn-around may be a cul-de-sac, Y, or a hammerhead as required by the 2018 IFC Appendix D103.3 and D103.4.

Exception 1: The driveway will not need a hard compacted surface if a compaction test is provided by a Geotechnical Engineer Company, certifying that the dirt or material is capable of supporting 75,000 pounds of fire or emergency apparatus in all-weather conditions, without erosion damaging the driveway surface. The test reports must be signed and sealed by the professional engineer certifying the surface with a copy provided to the Jasper County Fire Marshal's Office for approval.

Exception 2: If the driveway length is less than 150 feet, the driveway travel width may be decreased from a minimum of 20 feet wide to 16 feet wide; provided, however, if the property is large enough to sub-divide in the future, the exception is not available.

(d) Maintenance:

Driveways shall be maintained with a consistent grade from the public right-of-way to the end of the driveway and shall be maintained free of “potholes” and erosion from weathering.

(e) Non-Conforming Driveways:

Driveways that exist prior to the effective date of this ordinance are not required to make improvement to remove the non-conformity(ies), provided that emergency response vehicles shall have adequate unrestricted (no gates) access to the property; unless the following conditions occur:

1. A new land use permit is requested.
2. A building permit is requested for a new structure.
3. A request to subdivide the property is received where the existing driveway serves or is intended to serve multiple properties.

Verification of safety adequacy will be performed by the Jasper County Fire Marshal's office or their designee. If the Fire Marshal determines the driveway is not adequate for the passage of emergency vehicles, approval of a site plan with necessary upgrades is required to be submitted to the Fire Marshal's office. Any required upgrades shall be made for the entire stretch of the driveway more than 150 feet from the furthest point of the structure(s) where the land use permit or building permit is issued to the public right-of-way.

(f) Variances and Appeals:

Variances: Any applicant who has applied for a land use permit or building permit who claims hardship as a result of this provision may request a variance to be heard by the Jasper County Board of Zoning Appeals after exhausting the administrative appeal of and the Jasper County Fire Marshal's office determination under the International Fire Code appeal process.

If a property owner is claiming a hardship as a result of the Fire Marshal's determination, an administrative appeal or variance request may be submitted in accordance with the provisions of the County adopted International Fire Code. Appeals/variance requests must be submitted in writing to the Fire Marshal within 10

days of the delivery to the property owner of the determination in person, or by email or mailing. If the Fire Marshal does not respond in writing within 20 days of the delivery of the determination, the appeal/variance is deemed denied and the property owner may proceed with an appeal or variance request to the Board of Zoning Appeals.

Appeals: If a property owner wishes to appeal the findings of the Jasper County Fire Marshal, an appeal shall be submitted in accordance with Article 3:5 of the Jasper County Zoning Ordinance; a request for a variance shall be submitted in accordance with Section 3.3 of the Jasper County Zoning Ordinance.

(g) Violation and Penalties:

Violation of any provision of this Section (6-73) shall be a misdemeanor punishable as provided in Section 1-8 of the Jasper County Code of Ordinances.

4. Appendix A, *Zoning Ordinance*, Article 4, *Definitions* is amended so as to read as follows:

Driveway - An open pathway, beginning at the property line of a lot abutting a public road, private road, easement, or public or private right-of-way, which provides ingress and egress from the public road, private road, easement, or public or private right-of-way, and leading to a structure, lot, or physical location, and has a surface that consist of pervious pavement, pervious pavers, contained gravel, and/or stone material or other surface approved by the Jasper County Fire Marshal's Office. It is designed primarily for the use of the property owner(s).

5. Appendix B, *Land Development Regulations*, Article 2.1.2, *Applications to Develop or Alter the Use of Land*, the first paragraph is amended to read as follows:

Minor Subdivision – Is a subdivision that involves the division of a tract of land into not more than four (4) separate lots or parcels, including the remainder of the original parcel within a five year period of the last subdivision of the tract or portion thereof. Any subdivision into four (4) lots within a five year period shall be a major subdivision. All such lots or parcels shall meet the following.....

6. Appendix B, *Land Development Regulations*, Article 7.1, *Roadway Classifications*, the first sentence in the second "Note," is amended to read as follows:

Note: In cases where access will serve subdivisions of not more than four lots, unless greater dimensions and standards are otherwise required by the adopted International Fire Code applicable in Jasper County, or lesser standard is allowable and approved by the Fire Marshal (See Chapter 6, of the Jasper County Code of Ordinances, Section 6-73), the access may be provided by a shared driveway/street having a minimum 50 foot wide ingress/egress easement with a minimum travelway of 20 feet, with such travelway having at least a 6" stone base, and adequate storm drainage provided within the ingress/egress easement.

7. This ordinance shall take effect upon approval by Council.

Henry Etheridge, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

ORDINANCE: # 2020-__

First Reading: November 16, 2020

Second Reading: December 7, 2020

Public Hearing: December 7, 2020

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on

December 8, 2020 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XII-B

Ordinance item B

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2020-28

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To Amend the Jasper County Code of Ordinances, Chapter 3, *Animals*, by Providing for the Deletion of existing Chapter 3, codified as Sections 3-1 through 3-3, and the Adopting in their stead a new Article 3, and Matters Related Thereto

WHEREAS, the Article 3 of the Jasper County Code of Ordinances was previously adopted by Ordinances of April 15, 1996 and August 5, 1996; and

WHEREAS,; no amendments have been made by County Council since that date; and

WHEREAS, since adoption of these ordinances, Jasper County has contracted with the Jasper County Animal Rescue Mission (JARM), a not for profit entity, to operate the County Animal Shelter; and

WHEREAS, there is no longer a Jasper Animal Board of Trustees in place to perform the activities authorized in Section 3-3 of the Jasper County Code of Ordinance, such advisory and fund raising activities being performed instead by JARM ; and

WHEREAS, Jasper County Council desires to amend Chapter 3 to reflect the current arrangement whereby a not-for profit operated a county animal shelter, as well as provide for a longer period before certain procedures are allowed, including sterilization and adoption;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

Section 1. The Jasper County Code of Ordinances, Chapter 3 *Animals*, being codified as Section 3-1 through 3-3, is deleted in its entirety, to be replaced by a new "Chapter 3, Animals, as follows:

Chapter 3 - ANIMALS

Sec. 3-1. - Animal ordinance; penalties.

- (a) The county hereby adopts as ordinances of the county the provisions of chapters one through seven of Title 47 of the S.C. Code of Laws of 1976, as amended.
- (b) The county sheriff's department shall have the authority to enforce these ordinances. Tickets or warrants issued by the sheriff's department under the authority of this section shall cite this section, together with title, chapter and section number of the State Code violation which the sheriff's department agent contends has been violated. Nothing contained in this section shall be construed to require the county to assume any responsibility allocated to the state or any of its subdivisions by Title 47, nor is this section intended to supplant state enforcement of any provision in Title 47. This section shall be construed as concurrent with existing state law and state law enforcement.
- (c) Penalties for violations of the Jasper County Animal Ordinance shall not exceed the lesser of the penalty provisions of the incorporated state law offense, or the enforcement authority of the county magistrate. Funds received by the county for violations of the Jasper County Animal Ordinance shall be deposited to the general funds of the county, except for any portion required by state law to be allocated to the state, or any subdivision thereof.
- (d) The county animal shelter shall be authorized to receive animals for the purposes and under the conditions provided under S.C. Code 1976, § 47-3-30, and under S.C. Code 1976, Tit. 47 and under this section, provided that the county does not adopt as a county ordinance any state law requiring dogs, cats or other domestic animals to be kept on leash.
- (e) The county may contract with one or more private associations, institutions, or humane organizations to provide the services authorized in accordance with the provisions of Chapters one through seven of Title 47 of the S.C. Code of Laws of 1976, as amended, and the provisions of the County Code of Ordinance, including the operation of an animal shelter as defined in §4-7-410 and §47-3-470 of the S.C. Code of Laws, as amended, For purposes of this Ordinance and Title 47, such shall be deemed to be a "county animal shelter."

Sec. 3-2. - Animal shelter—Regulations.

- (a) The county administrator shall be authorized to create regulations for the operation of the county animal shelter. The regulations shall provide for the day to day operation of the shelter, and may include setting the length of time for which an animal admitted to the shelter must be held before either holding the animal out for adoption or euthanizing the animal, setting fees for the boarding and adopting of animals, and any other such subject matters as may be necessary for the proper and efficient operation of the shelter.
 - (i) Any regulations promulgated by the administrator, and any contract by the county with an entity to operate a county animal shelter, shall provide that animals quarantined or impounded shall be held for ten (10) days rather than the five (5) days provided by State law, prior to transfer or adoption, microchipping or sterilization,
 - (ii) Such regulations shall provide that should the animal be the subject of litigation commenced before or during the period of quarantine or impoundment to establish ownership of the animal, the shelter shall not put the animal up for adoption or transfer, and shall not microchip or sterilize the animal prior to resolution of the litigation, absent a court order providing otherwise.
- (b) All regulations created by the county administrator shall be in writing, and kept on file at the animal shelter and at the county executive building, and available upon the request of any person within the time provided for by the South Carolina Freedom of Information Act, and must be published to the county council and approved by council prior to taking effect. Any amendments to the regulations must first be published to the county council and approved by the council prior to taking effect.

Sec. 3-3. - Same—Advisory board.

- (a) The governing body of the entity operating the county animal shelter ('animal shelter board') shall act as an advisory board to County Council..
- (b) The animal shelter board shall have the authority to solicit and receive donations on behalf of the shelter; to make recommendations to the county administrator as to regulations and procedures for operating the animal shelter; to disseminate information about the animal shelter to the citizens of the county; and to foster goodwill among the citizens of the county for the animal shelter. All monies received by the board shall be reported to the county administrator in April of each year as part of the annual county budgeting process.

Section 2. Severability.

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

Section 4. This Ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2020-__

First Reading: October 19, 2020
Second Reading: November 2, 2020
Public Hearing: December 7, 2020
Adopted: December 7, 2020

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XII-C

Ordinance item C

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER) **ORDINANCE NO. 2020-29**

AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN BEAUFORT COUNTY AND JASPER COUNTY (REHC, LLC, TRIPLE B RESTAURANT HOLDINGS, LLC, GLASSWRXSC, LLC, MRGSC PROPERTY LLC); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN JASPER COUNTY.

Be it ordained by the Council of Jasper County, South Carolina:

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks");

(2) the use of multi-county parks is important in attracting and encouraging the investment and retention of capital and the retention and creation of jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Beaufort County (the "Park").

Section 2. Approval of Park Agreement; Authority of Officials.

(a) The Council Chair is authorized, empowered and directed, in the name of and on behalf of Jasper County, to execute, acknowledge, and deliver a Multi-County Park Agreement between Jasper County, South Carolina and Beaufort County, South Carolina (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC) (the "Park Agreement"). The Clerk to Council is authorized to attest the execution of the Park Agreement by the Council Chair. The form of the Park Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Park Agreement are incorporated into this ordinance as if the Park Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Park Agreement and all of its terms, provisions and conditions. The Park Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Park Agreement.

(b) Prior to the execution of the Park Agreement as provided in subsection (a) of this Section 2, the Council Chair is authorized and directed to remove any property from the schedule of properties proposed to be included in the Park if at such time the property is located inside the boundaries of a municipality and the municipality has not consented to the creation of the Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless

the property was previously included in another multi-county park.

(c) Notwithstanding the provisions of subsection (a) of this Section 2, the Council Chair is authorized to execute the Park Agreement only upon the public announcement, including revelation of the company name, by the Company of its intentions to locate and develop the project on the property described in the Park Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Beaufort County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County and the portion of fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Jasper County shall be thereafter paid by the Treasurer of Beaufort County to the Treasurer of Jasper County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County and the portion of the fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Beaufort County shall thereafter be paid by the Treasurer of Jasper County to the Treasurer of Beaufort County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. If any of the Park properties located in either Beaufort County or Jasper County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Jasper County

portion of the Park to be retained by Jasper County shall be distributed within Jasper County in accordance with this subsection:

(1) First, unless Jasper County elects to pay or credit the same from only those revenues which Jasper County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Jasper County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Jasper County, to reimburse Jasper County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Jasper County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Beaufort County portion of the Park shall be retained by Jasper County.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Jasper County Code or other Jasper County orders, resolutions and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

DONE this ___ day of _____ 2020.

COUNTY COUNCIL OF JASPER COUNTY

By: _____
Henry Etheridge, Chair

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: _____, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third and Final Reading: _____, 2020

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

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**MULTI-COUNTY PARK AGREEMENT
(REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC
Property, LLC)**

between

BEAUFORT COUNTY, SOUTH CAROLINA

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of _____, 2020

Multi-County Park Agreement
(REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC
Property, LLC)

This MULTI-COUNTY PARK AGREEMENT (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC) is made and entered into as of the ____ day of _____, 2020, by and between BEAUFORT COUNTY, SOUTH CAROLINA (“Beaufort County”) and JASPER COUNTY, SOUTH CAROLINA (“Jasper County”) (collectively, Beaufort County and Jasper County are the “Parties”), each a body politic and corporate, a political subdivision of the State of South Carolina (“Park Agreement”).

In consideration of the mutual agreements, representations and benefits contained in this Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Beaufort County and Jasper County agree as follows:

1. Effective Date. This Park Agreement is effective at 12:00 a.m. (midnight), December 31, 2020 (the “Effective Date”).

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the “MCP Law”), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Beaufort County authorized and approved this Park Agreement by passage of Ordinance No. 2020/____ and Jasper County authorized and approved this Park Agreement by passage of Ordinance No. 2020-29.

3. Purpose. The purpose of this Park Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law and (ii) encourage the investment of capital and the creation of jobs in Beaufort County and Jasper County.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Park Agreement (the “Park”).

5. The Park. (A) Location. The Park consists of certain property located in Beaufort County as further identified in Exhibit A (Beaufort County) to this Park Agreement, and property located in Jasper County, as further identified in Exhibit B (Jasper County), to this Park Agreement. The Park may consist of non-contiguous properties within each county. The Parties acknowledge that on the Effective Date, the Park does not contain any property located in Jasper County.

(B) Addition and Removal of Property.

(1) County Action. Property may be added to or removed from the Park by ordinance of the county in which the subject property is located, provided that the host county shall provide notice to the non-host county as well as revised exhibits pursuant to subsection (2) below.

(2) Revised Exhibits. If property is added to or removed from the Park, this Park Agreement is deemed amended and a revised Exhibit A (Beaufort County) or Exhibit B (Jasper County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Beaufort County and Jasper County.

(3) Public Hearings and Notice. Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable and known, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Park Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park ("Fee in Lieu of Taxes" or "FILOT").

7. Allocation of Expenses. Beaufort County and Jasper County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	100%
(2)	Jasper County	0%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	0%
(2)	Jasper County	100%

8. Allocation of Revenues. Beaufort County and Jasper County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	99%
(2)	Jasper County	1%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	1%
(2)	Jasper County	99%

9. Revenue Allocation Within Each County.

(A) Host County. Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Beaufort County and to Jasper County, as applicable, according to the proportions established by Paragraph 8 of this Park Agreement. With respect to revenues allocable to Beaufort County or Jasper County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-

generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County*. Revenues allocable to Beaufort County by way of FILOT generated within Jasper County shall be distributed solely to Beaufort County. Revenues allocated to Jasper County by way of FILOT generated within Beaufort County shall be distributed solely to Jasper County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Beaufort County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Beaufort County portion of the Park and the terms of those agreements shall be at the sole discretion of Beaufort County. The Parties further agree that entry by Jasper County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Jasper County portion of the Park and the terms of those agreements shall be at the sole discretion of Jasper County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Park Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff’s Department of Jasper County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff’s Department of Beaufort County. If any of the Park properties located in either Jasper County or Beaufort County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Park Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Park Agreement.

15. Amendments. The provisions of this Park Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Park Agreement are inserted for convenience only and do not constitute a part of this Park Agreement.

17. Governing Law. This Park Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Park Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Park Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Park Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Beaufort County nor Jasper County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Park Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Park Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination.

(A) *Duration and Renewal.* This Park Agreement commences on the Effective Date and shall continue until at least December 31, 2045.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Park Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Park Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph Passiment, Chair, County Council

ATTEST:

Sarah W. Brock, Clerk to Council

JASPER COUNTY, SOUTH CAROLINA

By: _____
Henry Etheridge, Chair, County Council

ATTEST:

Wanda Simmons Clerk to Council

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EXHIBIT A (Beaufort County)

Beaufort County Property

December 31, 2020

**REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC
Property, LLC**

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AGENDA ITEM:

XII-D

Ordinance item D

By Title Only

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$5,000,000 GENERAL OBLIGATION REFUNDING BONDS OF JASPER COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

AGENDA ITEM:

XII-E

Ordinance item E

By Title Only

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS, INCLUDING A FOURTH AMENDATORY PUBLIC FACILITIES PURCHASE AND OCCUPANCY AGREEMENT BETWEEN JASPER COUNTY AND ST. PETERS PARISH/JASPER COUNTY PUBLIC FACILITIES CORPORATION; APPROVING THE ISSUANCE OF ST. PETERS PARISH/JASPER COUNTY PUBLIC FACILITIES CORPORATION INSTALMENT PURCHASE REVENUE BONDS AND BOND ANTICIPATION NOTES; CONSENTING TO THE FORM OF A FOURTH SUPPLEMENTAL TRUST AGREEMENT BETWEEN ST. PETERS PARISH/JASPER COUNTY PUBLIC FACILITIES CORPORATION AND U.S. BANK NATIONAL ASSOCIATION AS CORPORATE TRUSTEE; AND OTHER MATTERS RELATING THERETO.

AGENDA ITEM:

XII-F

Ordinance item F

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

EMERGENCY ORDINANCE # 2020 -32

**AN ORDINANCE OF JASPER COUNTY COUNCIL
AND
A RESOLUTION AFFIRMING PRIOR RESOLUTIONS**

**To Adopt an Emergency Ordinance to Provide for the Extension and Incorporation by
Reference of the Provisions of Prior Emergency Ordinances, Address the Phased- in
Opening of County Facilities and Modifications to the County Declaration of a Local
Emergency, and Matters Related Thereto, Including A Resolution Affirming Resolutions
Regarding Safety Practices**

WHEREAS, in response to Executive Orders issued by Governor Henry McMaster on March 13, 2020, and thereafter, Governor Henry McMaster declared that a State of Emergency existed in South Carolina and directed, among other things, the postponement, rescheduling or cancellation of public meetings to meet “social distancing” measures to assist in minimizing the spread of the COVID-19 coronavirus; and

WHEREAS, in response to the various Executive Orders issued subsequent, and in accordance with the findings and premises of an ordinance authorizing electronic meetings of County Councils, and other measures regarding related matters as set forth therein, County Council adopted on April 6, 2020, Emergency Ordinance 2020-05, which provided detailed procedures and provisions regarding public meetings and extended the County declared State of Emergency as set forth in Resolution 2020-19, which in accordance with state law, expired 61 days after adoption; and

WHEREAS, in response to various subsequent Executive Orders, and in accordance with the findings and premises of an ordinance authorizing electronic meetings of County Councils, and other measures regarding related matters as set forth therein, County Council adopted on May 4, 2020, a second Emergency Ordinance, 2020-06, which provided procedures and provisions regarding public meetings, extended the County declared State of Emergency as set forth in Resolution 2020-19, which in accordance with state law, would have expired 61 days after adoption (August 1, 2020), and by an associated Resolution recommended certain Safety Measures be followed; and

WHEREAS, in response to various subsequent Executive Orders, and in accordance with the findings and premises of an ordinance authorizing electronic meetings of County Councils, and other measures regarding related matters as set forth therein, County Council adopted on July 20, 2020, a third Emergency Ordinance, 2020-10, which provided procedures and provisions regarding public meetings, extended the County declared State of Emergency as set forth in Resolution 2020-19, which in accordance with state law, would have expired 61 days after adoption (September 18, 2020); and

WHEREAS, in response to various subsequent Executive Orders, and in accordance with the findings and premises of an ordinance authorizing electronic meetings of County Councils, and other measures regarding related matters as set forth therein, County Council adopted on September 8, 2020, a fourth Emergency Ordinance, 2020-16, which provided procedures and provisions regarding public meetings, extended the County declared State of Emergency as set forth in Resolution 2020-19, which in accordance with state law, would have expired 61 days after adoption (November 8, 2020); and

WHEREAS, in response to various subsequent Executive Orders, and in accordance with the findings and premises of an ordinance authorizing electronic meetings of County Councils, and other measures regarding related matters as set forth therein, County Council adopted on November 2, 2020, a fifth Emergency Ordinance, 2020-30, which provided procedures and provisions regarding public meetings, extended the County declared State of Emergency as set forth in Resolution 2020-19, which in accordance with state law, would expire 61 days after adoption (January 2, 2021); and

WHEREAS, the Governor has by various Executive Orders extended the State of Emergency, the last being Executive Orders 2020-72 issued on November 23, 2020, and 2020-73 issued on November 25, 2020, recognizing that as of November 23, 2020, SC DHEC has identified at least 194,002 confirmed cases of COVID-19 in the State of South Carolina, including 3,987 deaths due to COVID-19; and

WHEREAS, in the Executive Orders the Governor noted the concerns raised by public health experts and officials that the approaching holiday season and the arrival of cooler weather will lead to more people staying indoors, where COVID-19 can spread more easily, and may increase community transmission of COVID-19; and

WHEREAS, in recognition of the increased risks to the public, the Governor in Executive Order 2020-73 deemed it necessary to supersede, rescind, and replace Executive Order No. 2020-63 and to consolidate, restate, or otherwise incorporate, in whole or in part, any modified or extended provisions thereof to clarify which emergency measures are in effect, and incorporated by reference the recitals and other specific factual findings, legal authorities, determinations, and conclusions contained in previous Orders, including Executive Order Nos. 2020-50, 2020-63, and 2020-72, which, among other things, requested local governments to enact or implement appropriate and narrowly tailored emergency ordinances, orders, or other measures requiring individuals to wear a Face Covering, as set forth below and further defined herein, in public settings where they are, will be, or reasonably could be located in close proximity to others who are not members of the same household and where it is not feasible to maintain six (6) feet of separation from such individuals or to otherwise practice effective "social distancing" in accordance with CDC and DHEC guidance; and

WHEREAS, Executive Order 2020-73 further implemented restrictions on restaurant operations, gatherings, serving of alcohol at restaurant, bars, and other establishments after 11:00 p.m. among other things; and

WHEREAS, as of December 1st, 2020 SC DHEC has identified at least ____ confirmed cases of COVID-19 in Jasper County, including ____ deaths due to COVID-19; the two-week testing positivity rate in Jasper County for the period ending December 1st is ____ percent, with the incident rate per 100,000 population being ____ (high), and the infection rate being ____ per 100,000 population, all of which are above the Center for Disease Control recommendations for relaxing social distancing measures;

WHEREAS, while the national and state Declarations of States of Emergency continue in effect, with "social distancing" and restrictions of public gatherings and operations of businesses remaining in effect at this time, and with the increase in infection, the onset of winter, and the likelihood of the infection

rate remaining high, the re-opening government and private activities has created a need for closely tailored measures to avoid exacerbating the infection rate; and

WHEREAS, it remains imperative for local governments to continue to operate, but is equally imperative for local governments to continue to implement steps to minimize the need for large gatherings in order to protect public health and safety and the health and safety of local government officials and staff; and

WHEREAS, it is hereby determined that a public emergency affecting life, health, and safety continues to exist, and therefore, it is appropriate and necessary to enact this Emergency Ordinance to continue to provide for restrictions on public meetings and procedures for the conducting of public business using electronic meetings for up to an additional sixty-one days, while also implementing procedures to re-open the public facilities; and

WHEREAS, County Administration developed protocols and procedures to provide for the re-opening of public facilities using a phased approach so as to be able to monitor and assess the practical issues with maintaining social distancing and reducing exposure of both the public and public employees to the continued threat of contagion, and prepared written policies and procedures to be used until the threat of contagion is removed, vaccines become available, and medical treatments are established; and

WHEREAS, by Ordinance 2020-07 adopted June 1, 2020, County Council authorized adoption of the policies, procedures and protocols developed as policies of the County, which were attached to the Ordinance, and authorized the County Administrator to make such amendments to the re-opening protocols issued by the Administrator as he found necessary and desirable to protect the public and public employees, and subsequently, the Administrator suspended the re-opening of the building due to public safety and other matters; and

WHEREAS, by Resolution 2020-09 Jasper County Council adopted a Resolution urging the wearing of face masks in public and public buildings;

NOW THEREFORE, be it hereby ordained in this regularly scheduled meeting of the County Council, as follows:

Section 1. The provisions of the prior Emergency Ordinances, including Ordinance 2020-07, adopted on June 1, 2020, Ordinance 2020-10 adopted on July 20, 2020, Ordinance 2020-16, adopted on September 8, 2020, Ordinance 2020-30, enacted on November 2, 2020, including but not limited to the use of virtual meetings and associated measures, are hereby extended and incorporated by reference by adoption of this Ordinance on December 7, 2020 for a period of 61 days, until February 6, 2021, or such shorter time period as Council may decree by subsequent Emergency Ordinance.

Section 2. Extension of the County State of Emergency/Modifications to Resolution 2020-19. County Council provided for an extension of the state of emergency beyond March 31, 2020 in the event the Governor extended the State Declaration of Emergency beyond March 31st; by serial subsequent Emergency Ordinances-Resolutions, the last being Ordinance 2020-30 adopted on November 2, 2020, County Council acknowledged the continuation of the County State of Emergency; by this Emergency Ordinance-Resolution 2020-32, Council provides for such State of Emergency to remain in effect until the earlier of three business days after the Governor of South Carolina lifts the State Declaration of Emergency, without further action being taken by County Council in response to such lifting, or at such

time County Council itself takes action to lift or modify the County Declaration of Emergency. County Council confirms the authority of the County Administrator to take all measures as required to seek reimbursement from the State of South Carolina and/or FEMA for qualifying expenses and costs incurred in responding to the health emergency resulting from the COVID-19 coronavirus. Notwithstanding this continuation of the state of emergency as declared in Resolution/Proclamation 2020-19, the provisions thereof were modified in the following particulars, which provisions as adopted and modified are ratified and confirmed to remain in effect during the continued state of emergency:

1. The Administrator is authorized to re-open some or all of the public facilities of the County to the general public at such time as he shall determine, in consultation with State officials, that such re-opening is reasonably safe based on infection rates for the county being at or below the desired and recommended infection rates, with such re-openings to be in accordance with the safety policies, procedures and protocols Administration developed and presented to Council on June 1, 2020, with continued leave for the Administrator to make such amendments in the future as he may find necessary and desirable to protect the public and public employees, with such amendments effective immediately and to remain in effect until Council shall direct otherwise, without need for Council ratification. Provided, however, that should Council wish to make amendments to the policies, procedures and protocols, it may do so at the next scheduled meeting of County Council. The policies, procedures and protocols adopted and authorized by the June 1, 2020 ordinance, and any amendments made by the Administrator as authorized by these ordinances, are hereby incorporated by reference into the Jasper County Personnel Policies and Procedures Manual, and Council confirms the continued authority of the Administrator to open or close County public buildings or facilities as he determines best to protect the public, and our public employees and volunteers. .

Section 3. Council Recommended Safety Practices. While the State has the authority to prohibit certain activities during this State of Emergency, and local law enforcement can enforce those orders, the County nonetheless may encourage suggested practices to be followed by its citizens to reduce the risk of spreading the coronavirus. To that end, Council continues to recommend, by resolution incorporated heretofore adopted on June 1, 2020, and not as an ordinance, the practices which were attached to the June 1 Ordinance and Resolution be adhered to by its citizens, as well as future practices developed by the State Department of Health and Environmental Control as the State begins the process of opening businesses, places of assembly, public areas, and buildings to members of the public. Further, Council reiterates and urges the wearing of face coverings in accordance with Resolution 2020-09, adopted on July 6, 2020. Finally, Council urges all Jasper County citizens to follow and abide by the emergency measures imposed or recommended by Governor McMaster in his latest Executive Orders, including Executive Order 2020-73.

Section 4. Severability. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

Section 5. Effective Date; Expiration. The provisions hereof shall be effective upon a single meeting of County Council and two-thirds vote of the County Council, and shall expire on the sixty-first day following the effective date hereof, unless sooner terminated by County Council.

DONE AS AN EMERGENCY ORDINANCE AT AN EMERGENCY MEETING, and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the County Council present, this ____ day of December, 2020.

Henry Etheridge, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA ITEM:

XII-G

Ordinance item G

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE NO. 2020 - _____

**AN ORDINANCE AMENDING ORDINANCE 2019-08 REGARDING
THE ABANDONING ANY JASPER COUNTY RIGHT OR CLAIM OF
PRESCRIPTIVE MAINTENANCE OR USE ON A PORTION OF A
ROAD LOCATED WITHIN JASPER COUNTY (JASPER STATION
ROAD) UPON CONDITIONS**

WHEREAS, by Ordinance Number 2019-08 adopted on April 1, 2019, in accordance with the premises contained therein, Jasper County relinquished any right or claim it may have pursuant to its Code of Ordinances or prescriptive easement with respect to so much of Jasper Station Road (being an unpaved road) as was shown in purple on Exhibit A to the Ordinance, and consented on behalf of Jasper County to the closure of that portion shown in purple, on the condition that the alternative route for Jasper Station Road and the portion of East Argent Loop Road shown in blue on Exhibit A be completed and accepted by the City of Hardeeville, prior to the abandonment and closure of the portion of Jasper Station Road shown in purple; and

WHEREAS, as noted in the premises of Ordinance 2019-08, there was a new road (East Argent Loop Road) and a relocated portion of Jasper Station Road lying to the North of East Argent Loop Road was to be completed and accepted by the City of Hardeeville prior to the abandonment of the area of Jasper Station Road shown in purple on Exhibit A; and

WHEREAS, that portion of East Argent Loop Road has been completed, but not the relocated portion of Jasper Station Road lying to the North of East Argent Loop Road; and

WHEREAS, the area in purple intersects with East Argent Loop Road (now constructed to a point past the Jasper Station Road intersection), and extends in both a Northerly and Southerly direction from the intersection; and

WHEREAS, Argent Land Holdings, LLC, the owner of the land lying to both the South and North of East Argent Loop Road through which the area of Jasper Station Road to be abandoned passes, has requested that the County abandon any interest it may have to the portion of Jasper Station Road shown in purple lying to the South of East Argent Loop Road immediately upon acceptance by the City of Hardeeville of that portion of East Argent Loop Road already constructed, which extends past the intersection of Jasper Station Road, rather than delaying abandonment of its interest until the portion of the alternative route shown in blue on Exhibit A lying to the North of East Argent Loop Road is also constructed by the owner and accepted by the City; and

WHEREAS, providing for the abandonment of any interest in the area of Jasper Station Road to the South of East Argent Loop Road at this earlier time will still allow for those using Jasper Station Road to the North to have access to Highway 170 over East Argent Loop Road until such time as the alternative route is constructed to a different intersection on East Argent Loop Road; and

WHEREAS, as noted in Ordinance 2019-08, East Argent Loop Road and the re-routed portion of Jasper Station Road shall be public roads to be maintained, or caused to be maintained by the City of Hardeeville, and will be an improvement and increase convenience and public access within the City and County; and

WHEREAS, County Council is agreeable to abandoning any interest it may have in Jasper Station Road lying to the South of East Argent Loop Road and shown in purple on Exhibit A upon acceptance of the completed East Argent Loop Road by the City of Hardeeville, and subsequently abandoning any interest in the area of Jasper Station Road shown in purple on Exhibit A lying to the North of East Argent Loop Road at such time as the alternative route for Jasper Station Road shown in blue on Exhibit A is completed and the City of Hardeeville accepts the new improved road; and

WHEREAS, in view of the new, alternate routes to be provided, which shall be constructed in accordance with City requirements, so much of Jasper Station Road as is shown in purple on the attached Exhibit A will no longer be necessary for public use upon the completion of East Argent Loop Road, and therefore County Council finds that abandonment of its rights in and to that portion of Jasper Station Road shown in purple is in its best interests.

NOW, THEREFORE, BE IT ORDAINED BY THE JASPER COUNTY COUNCIL DULY ASSEMBLED AS FOLLOWS:

Section 1. The above premises are incorporated as findings by the Council.

Section 2. Section 2 of Ordinance 2019-08 is hereby amended to read as follows:

Section 2. Jasper County, in its capacity as a political subdivision of the State of South Carolina, does hereby relinquish any right or claim it may have pursuant to its Code of Ordinances or prescriptive easement with respect to so much of Jasper Station Road as is shown in purple on the attached Exhibit A, and consents on behalf of Jasper County to:

- 1) the abandonment and closure of that portion shown in purple lying to the South of East Argent Loop Road on the condition that the alternative route shown in blue on Exhibit A for East Argent Loop Road be completed through the intersection with Jasper Station Road and accepted by the City of Hardeeville prior to the abandonment

and closure of the portion of Jasper Station Road shown in purple lying to the South of East Argent Loop Road, and at such time, the County Administrator is authorized to execute a quit-claim deed to such area in favor of the owner of the adjacent property through which the road area to be abandoned passes; and

2) the abandonment and closure of that portion of the existing Jasper Station Road shown in purple lying to the North of East Argent Loop Road on the condition that the alternative route shown in blue on Exhibit A for Jasper Station Road and its connection to East Argent Loop Road be completed and accepted by the City of Hardeeville prior to the abandonment and closure of the portion of Jasper Station Road shown in purple lying to the North of East Argent Loop Road, and at such time, the County Administrator is authorized to execute a quit-claim deed to such area in favor of the owner of the adjacent property through which the road area to be abandoned passes.

Section 3. Section 5 of Ordinance 2019-08 is amended to read as follows:

Section 5. This Ordinance shall 1), become effective as to that portion of Jasper Station Road shown in purple lying to the South of East Argent Loop Road, and the rights of Jasper County shall be abandoned as of the date of completion and acceptance by Hardeeville of East Argent Loop Road as shown on in blue on the attached Exhibit A as a public road through the intersection with existing Jasper Station Road, and 2), shall be effective as to that portion of Jasper Station Road shown in purple lying to the North of East Argent Loop Road, and the rights of Jasper County shall be abandoned as of the date of completion and acceptance by Hardeeville of the re-routed Jasper Station Road as shown on in blue on the attached Exhibit A as a public road and its connection to East Argent Loop Road.

Section 4. To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Jasper County Code or other Jasper County ordinances, the provisions contained in this Ordinance supersede all other provisions and this Ordinance is controlling.

Section 5. If any section of this Ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this Ordinance which is not itself void or invalid.

Section 5. This Ordinance shall become effective as of the date of final adoption.

SIGNATURES AND ATTESTATION ON FOLLOWING PAGE

Enacted and approved, in meeting duly assembled, this ____ day of _____, 2020.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Henry Etheridge, Chairman,
Jasper County Council

[SEAL]

Attest:

By: _____
Wanda Simmons, Clerk to County Council

First Reading: December 7, 2020
Second Reading:
Public Hearing:
Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Exhibit A

Map of Area Depicting Jasper Station Road and East Argent Loop Road



EXHIBIT A
RE-ROUTING AND CLOSURE
OF JASPER STATION ROAD

HAARDYVILLE, SOUTH CAROLINA
PREPARED FOR
ARGENT LAND HOLDINGS, LLC
PREPARED BY
THOMAS HUTTON
DATE: 06/15/2018

AGENDA ITEM:

XII-H

Ordinance item H

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2020-18

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A
UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY JASPER
COUNTY**

WHEREAS, Jasper County owns real property consisting of 10.5 acres, more or less, which is more particularly known as Tax Parcel 059-00-01-028, located at the intersection of Highway 462 and Highway 278, generally known as the Gillinsonville Town Square, Jasper County, South Carolina (Town Square); and

WHEREAS, Randy Smith, an adjoining landowner to the Town Square, has requested electrical power service from Dominion Energy South Carolina, Inc. ("Dominion") to serve an approximately 31 acre parcel of land across Highway 278 from the Town Square, being designated as Tax Parcel TMP 59-00-05-106, and the closest and most convenient existing power pole from which to extend power is located on the edge of the Town Square as shown on the attached aerial drawing; and

WHEREAS, Dominion has requested an overhead powerline easement from an existing power pole located on the edge of the Town Square across a portion of the Square to a new power pole to be set on the Smith Property across Highway 278, all as more particularly shown on the drawing attached hereto and incorporated as "Exhibit 1); and

WHEREAS, Jasper County Council has determined that the granting of a powerline easement along the edge of the Town Square as requested will not materially affect the use of the Town Square, and that the provision of electrical power to citizens is a public purpose justifying the execution and delivery of the

requested utility easement attached hereto and incorporated by reference as "Exhibit 2"; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an ordinance by Jasper County Council.

NOW, THEREFORE, BE IT ORDAINED BY JASPER COUNTY COUNCIL, that the Jasper County Administrator is hereby authorized to execute any and all documents necessary to execute the delivery of the utility easement which is attached hereto as "Exhibit 1", with leave granted to make such typographical and grammatical changes as may be suggested by the County Attorney.

This ordinance shall take effect upon approval by Council.

ATTEST:

Henry Etheridge
Chairman

Wanda Simmons
Clerk to Council

The Exhibits (2) are to be attached to this Ordinance before adoption and recording

ORDINANCE: # 2020 -18

First Reading: August 17, 2020

Second Reading: September 8, 2020

Public Hearing: September 8, 2020

Adopted: December 7, 2020

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

EXHIBIT 1

Drawing of Easement Area Location

EXISTING DOMINION ENERGY POLE
BEING 172FT. FROM CENTERLINE OF
US HWY 278 AND 42FT. FROM
CENTERLINE OF SC HWY 462 !

PAYOFF: 31.93 acres

N/F GILLISONVILLE BAPTIST CH
IM#059-00-05-013

EXHIBIT 2

Form of Easement

Easement # 901099

INDENTURE, made this _____ day of _____, 2020 by and between Jasper County of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Jasper, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, and other accessory apparatus and equipment deemed by Grantee to be necessary, upon, over, across, through and under land described as follows: This being 10.50 acres identified by Tax Map #059-00-01-028 and recorded in the Jasper County's R.O.D. Office Deed Book N/A at page N/A (Per Jasper County Assessor's Office, "No Deed on Record").

All that certain piece, parcel or lot of land, lying and being situate in the Gillisonville area, generally known as the Gillisonville Town Square, and being bounded on the East by Highway 278; on the North by Road S-27-75; on the West by Courthouse Street; and on the South by SC HWY 462.

Easement Description:

The easement is a Twenty One (21) feet wide easement, being fifteen either side of the overhead line to be installed (six feet of the fifteen feet on the Highway 278 side lies within the highway right of way), beginning at an existing pole situate on the Southern property line approximately 172 feet from the centerline of Highway 278 and 42 feet from the centerline of Highway 462, and thence proceeding eastward towards Highway 278, exiting the 10.5 acre tract at a point approximately 42 feet from the centerline of Hwy 462 at the intersection of Highway 278. For a more particular description of the Easement Area, reference may be had to the drawing labeled as Exhibit "A", attached hereto and made a part hereof. No additional poles are to be set on Grantor's property.

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of the pole line; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

SIGNATURE PAGE FOLLOWING

Easement # 901099

For: Jasper County

1st Witness

By: _____ (SEAL)
Andrew Fulghum, As Administrator

2nd Witness

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Jasper**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **Andrew Fulghum, As Administrator**, of **Jasper County**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2020

Signature of Notary Public State of SC

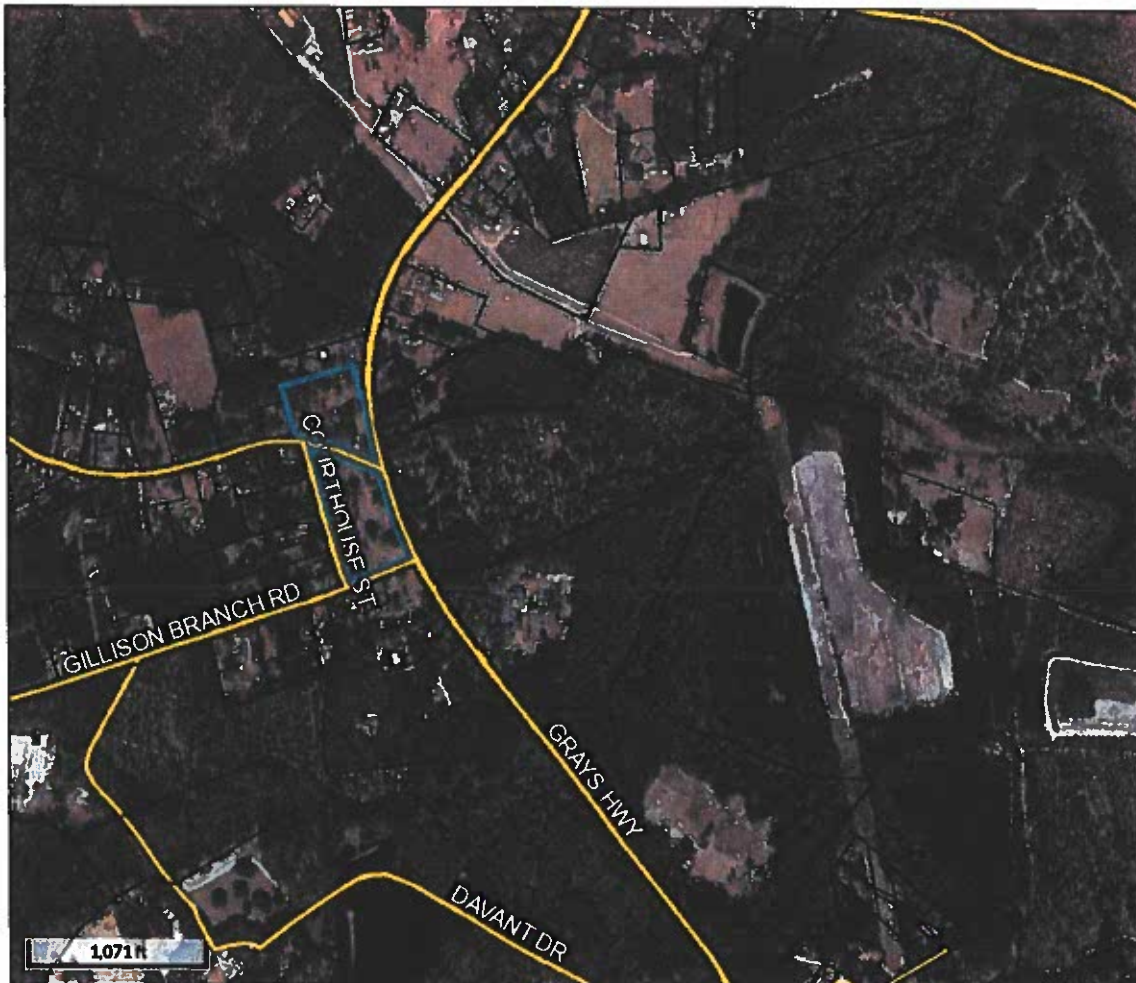
My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC**

Line: **10310 GRAYS HWY. NEW SERVICE**
County: **Jasper**
R/W File Number: **24363**
Grantor(s): **Jasper County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910



Overview



Legend

-  Parcels
-  Roads

Parcel ID	059-00-01-028	Alternate ID	059-00-01-028	Owner Address	JASPER COUNTY P O BOX 1149 RIDGELAND SC 29936	Last 2 Sales											
Sec/Twp/Rng	n/a					Date	Price	Reason	Qual								
Property Address	88 LANGFORDVILLE RD	Class	County owned exempt			n/a	0	n/a	n/a								
		Acreage	10.5			n/a	0	n/a	n/a								
District	01																
Brief Tax Description	HWY 278 / 88 LANGFORDVILLE RD																
	(Note: Not to be used on legal documents)																

Date created: 12/3/2020

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